

BERMAN AND TODDERUD LLP  
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*Special Counsel for Debtors and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

**In re:**

Bankruptcy Case No. 19-30088 (DM)

**PG&E CORPORATION,**

Chapter 11

**- and -**

(Lead Case) (Jointly Administered)

**PACIFIC GAS AND ELECTRIC  
COMPANY,**

**Debtors.**

**[CORRECTED] CERTIFICATION OF ERIC  
TODDERUD IN SUPPORT OF FOURTH  
INTERIM FEE APPLICATION OF BERMAN  
AND TODDERUD LLP FOR ALLOWANCE  
AND PAYMENT OF COMPENSATION  
(FEBRUARY 1, 2020 THROUGH MAY 31, 2020)**

☐ Affects PG&E Corporation  
☐ Affects Pacific Gas and Electric  
Company  
☒ Affects both Debtors

Date: TBD  
Time: TBD  
Place: United States Bankruptcy Court  
Courtroom 17, 16th Floor  
San Francisco, CA 94102  
Judge: Hon. Dennis Montali

*\* All papers shall be filed in the Lead  
Case No. 19-30088 (DM).*

**Objection Deadline: July 28, 2020  
4:00 p.m. (Pacific Time)**

I, Eric Todderud, hereby certify as follows:

1. I am attorney licensed to practice law in the State of Washington. I am a partner in the law firm of Berman and Todderud LLP (the "Firm"), special counsel for the Debtors and am authorized to make this Declaration in that capacity. Except as otherwise indicated, all statements in this

1 Declaration are based on my personal knowledge, and, if called upon to do so, I could and would  
2 testify competently thereto.

3 2. I make this Declaration in support of the Fourth Interim Fee Application of Berman and  
4 Todderud LLP for Allowance and Payment of Compensation and Reimbursement of Expenses  
5 (February 1, 2020 through May 31, 2020) (the "Interim Fee Application").<sup>1</sup> I am an attorney  
6 designated by the Firm to sign the Interim Fee Application on its behalf.

7 3. Pursuant to the Northern District Guidelines, I certify that:

8 a. I have read the Interim Fee Application.

9 b. To the best of my knowledge, information and belief formed after reasonable  
10 inquiry, the compensation and expense reimbursement sought in the Interim Fee Application  
11 are in conformity with the Northern District Guidelines except as otherwise indicated in the  
12 Interim Fee Application.

13 c. The compensation requested in the Interim Fee Application has been billed at rates  
14 and in accordance with practices no less favorable than those currently employed by the Firm  
15 and generally accepted by the Firm's clients.

16 4. There is no agreement or understanding between the Firm and any other person other than  
17 the partners of the Firm for the sharing of compensation to be received for services rendered in these  
18 cases.

19 5. As required by the Northern District Guidelines, the Firm has sent monthly billing  
20 statements to Pacific Gas and Electric Company for legal work commencing on February 1, 2020. I  
21 certify that the Debtors, counsel for the Creditors Committee and the TCC, and the U.S. Trustee are  
22 each being provided with a copy of the Interim Fee Application in accordance with the Interim  
23 Compensation Order.

24 6. Attached hereto as Exhibit A is a true and correct copy of a letter transmitting the Interim  
25 Fee Application to Debtors and advising them of their rights to review and object to the

26 \_\_\_\_\_  
27 <sup>1</sup> To the extent not otherwise defined herein, capitalized terms shall have the meanings set forth in the Interim Fee  
28 Application.

1 compensation and expense reimbursement sought therein. To the best of my knowledge,  
2 information, and belief, this letter was transmitted to the Debtors by electronic mail on July 8, 2020.

3 7. The Firm responds to the questions identified in the UST Guidelines as follows:

4 **Question 1:** Did the Firm agree to any variations from, or alternatives to, the Firm's  
5 standard or customary billing rates, fees or terms for services pertaining to this engagement  
6 that were provided during the Interim Fee Period? If so, please explain.

7 **Answer:** Yes. The Firm has agreed to substantially discount its attorney fees to  
8 Debtor Pacific Gas and Electric Company as part of the Firm's negotiated agreement for  
9 legal services.

10 **Question 2:** If the fees sought in the Interim Fee Application as compared to the fees  
11 budgeted for the time period covered by the Interim Fee Application are higher by 10% or  
12 more, did the Firm discuss the reasons for the variation with the client?

13 **Answer:** The fees sought in the Interim Fee Application are not higher than those  
14 budgeted.<sup>2</sup>

15 **Question 3:** Have any of the professionals included in the Interim Fee Application  
16 varied their hourly rate based on geographic location of the Chapter 11 Cases?

17 **Answer:** No.

18 **Question 4:** Does the Interim Fee Application include time or fees related to  
19 reviewing or revising time records or preparing, reviewing or revising invoices? If so, please  
20 quantify by hours and fees.

21 **Answer:** No. The Interim Fee Application does not include fees for preparing and  
22 reviewing invoices to the client. It includes fees for work performed in connection with the  
23 preparation of the Firm's monthly fee statements and the Interim Fee Statement.

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26  
27 <sup>2</sup> See Interim Application, Case Background and Status § D.

1                   **Question 5:** Does the Interim Fee Application include time or fees for reviewing  
2 time records to redact any privileged or other confidential information? If so, please quantify  
3 hours and fees.

4                   **Answer:** No.

5                   **Question 6:** Does the Interim Fee Application include any rate increases since  
6 Berman and Todderud's retention in this case? If so, did the client review and approve those  
7 rate increases in advance? Did the client agree when retaining the law firm to accept all  
8 future rate increases?

9                   **Answer:** No. The Interim Fee Application does not include any rate increases since  
10 the Firm's retention.

11 I declare under penalty of perjury under the laws of the United States that the foregoing is  
12 true and correct.

13 Executed this 8th day of July 2020, in Seattle, Washington.

14  
15  
16 BERMAN AND TODDERUD LLP

17 /s/ Eric Todderud

18 Eric Todderud  
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## **EXHIBIT A**

**BERMAN AND TODDERUD LLP**

3502 FREMONT AVENUE N., SUITE 2  
SEATTLE, WASHINGTON 98103

Eric Todderud  
Direct Dial (206) 279-3272  
eric@btlawllp.com

July 8, 2020

*Via E-Mail:* john.simon@pge-corp.com

John R. Simon  
Executive Vice President and General Counsel  
PG&E Corporation  
77 Beale Street  
P.O. Box 770000  
San Francisco, CA 94177

*Via E-Mail:* jl1c@pge.com

Janet Loduca  
Senior Vice President and Deputy General Counsel  
Pacific Gas and Electric Company  
77 Beale Street  
P.O. Box 770000  
San Francisco, CA 94177

**Re: In re PG&E Corporation and Pacific Gas and Electric Company**

Dear Mr. Simon and Ms. Loduca:

Pursuant to the Guidelines for Compensation and Expense Reimbursement of Professionals and Trustees of the United States Bankruptcy Court for the Northern District of California and the United States Trustee's Guidelines, I am sending a copy of the Fourth Interim Fee Application of Berman and Todderud LLP for Allowance and Payment of Compensation for your review ("Fourth Interim Application"). The United States Trustee's Guidelines require the Debtors to exercise reasonable business judgment in monitoring the fees and expenses of the estate's professionals.

John R. Simon  
Janet Loduca  
July 8, 2020  
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Please notify me if you have questions or objections regarding the Third Interim Application. If you have no objections, I request that you acknowledge that you have reviewed the Third Interim Application and do not object to it.

Thank you for your assistance.

Very truly yours,

/s/ Eric Todderud

Eric Todderud

Attachment